

## **REVIEW COMMITTEE**



RECEIVED JUN 1 2 1995

PACIFIC GAS AND ELECTRIC COMPANY 201 MISSION STREET, ROOM 1508 MAIL CODE P15B P.O. BOX 770000 SAN FRANCISCO, CALIFORNIA 94177 (415) 973-8510 CASE CLOSED FILED & LOGGED INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W P.O. BOX 4790 WALNUT CREEK, CALIFORNIA 94596 (510) 933-6060 R.W. STALCUP, SECRETARY

JOHN A. MOFFAT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

North Valley Division Grievance No. CHI-94-30-300 Fact Finding File No. 5591-94-40 P-RC File No. 1757

Molly Williams, Company Member Local Investigating Committee Mickey Harrington, Union Member Local Investigating Committee

## Subject of the Grievance:

This case concerns the allegation that the Company failed to provide adequate board and lodging facilities to General Construction employees temporarily headquartered at Caribou.

## Facts of the Case:

Approximately 60 Hydro construction employees were temporarily assigned to perform work at Caribou. A Company camp was established. On October 1, 1993, the camp was closed after a reduction in workforce from 60 to 10. The LIC report does not indicate that the Company offered employees the option of keeping the Company camp open. At that same time, a local order was established at the Belden Resort, which is approximately 10 miles from Caribou. In addition, arrangements were made with Caribou Corners restaurant (located 1.8 miles from Belden Resort) to provide meals for employees who elected to stay at the Belden Resort. The Belden Resort does not have cable television or in-room telephones.

None of the employees who were assigned to Caribou elected to stay at the Belden Resort.

## **Discussion and Decision:**

Section 302.10 of the Agreement details certain reporting requirements for employees and Letter Agreement 92-71 provides guidelines for lodging facilities. Section 302.10 provides the option for the Company to establish a Company camp. In an unincorporated area where a camp is not established, the assembly point must be reasonably convenient to board and lodging and meet the standards contained in Letter Agreement 92-71. If such a facility is not available within 15 miles of the work site, Section 302.10(a) requires an assembly point be established elsewhere.

In this case, the camp was closed and employees were offered the option of staying at the Belden Resort. The Belden Resort does not meet the standards contained in Letter Agreement 92-71 as it does not have cable television or in-room telephones. Therefore, an assembly point should have been established at a location that was reasonably convenient to board and lodging and the travel between the assembly point and the work site should have been considered as time worked.

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During the P-RC meeting, it was determined that an assembly point was established for Hydro electrical and mechanical employees who were performing work at Caribou at the same time. The point of assembly was Quincy.

The committee concludes that an assembly point should have been established for the employees who were the subject of this case and most reasonably, the assembly point should have been Quincy. Travel time from Quincy to Caribou is approximately 45 minutes.

This case is referred back to the Local Investigating Committee for settlement. On this basis, the case is considered closed.

John A/Moffat, Chairman Review Committee

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Date

Roger W Stalcup, Secretary Review Committee

Date